



UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010

N REPLY REFER TO:
5720
DON-USMC-2016-001666
12 Jan 16

STS Technical Services
Ms. Judy Hruska
6331 San Ignacio
San Jose CA 95119

SUBJECT: FOIA DON-USMC-2016-001666

Dear Ms. Hruska:

This responds to your Freedom of Information Act (FOIA) request of December 3, 2015, which requests a copy of contract M67854-16-C-0007.

In light of the *MCI Worldcom, Inc. v. GSA* decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitters to review the requested documents and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitters provided the Marine Corps Systems Command with proposed redactions pursuant to Exemption 5 U.S.C. § 552(b)(3) and 5 U.S.C. § 552 (b)(4). These submitter redactions are identified in the enclosed documents.

Specifically, FOIA Exemption 5 U.S.C. § 552(b)(3) precludes disclosure of an unsuccessful offeror's information if disclosure is prohibited by another statute. It is important to note that the Competition In Contracting Act of 1984 (CICA) and 10 U.S.C. § 2305(g), preclude the release of proposals and information contained within said proposals. In fact, CICA provides that "a proposal in the possession or control of [a military department] may not be made available to any person under section 552 of title 5." *Id.*

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) compelled information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v. NRC, 975 F.2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F.2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

In an effort to minimize further delay we request that you review the redactions and identify any withheld information that you wish to receive. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by January 29, 2016, this letter will become the final response and we will close this FOIA request.

12 Jan 16

As of January 12, 2016, one hour of search and review (currently billed at \$44 per hour) has been expended during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$44.00 to: COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120, QUANTICO VA 22134-5010.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

A handwritten signature in cursive script that reads "Bobbie Cave".

for LISA L. BAKER
Counsel

CDRL #:	SOW Paragraph Numbers	CDRL: Title of Data item - Block 2	CDRL: Subtitle - Block 3	Offeror's Proposed Data Rights	Explanatory Notes (If Required)	TDP Cost, US \$s
A005	3.3.6.2	Commercial Drawings/Models and Associated Lists	N/A	(b) (3), (b) (4)		
A019	3.3.15.6	Software Product Specification	N/A			
A029	3.3.4	Technical Report - Study/Services	Requirements Management Database			
A030	3.3.5	Interface Control Document (ICD)	N/A			
A031	3.3.6.1	Product Drawings/Models and Associated Lists	N/A			

CDRL #:	SOW Paragraph Numbers	CDRL: Title of Data item - Block 2	CDRL: Subtitle - Block 3	Offeror's Proposed Data Rights	Explanatory Notes (If Required)	TDP Cost, US \$s
				(b) (3), (b) (4)		
A033	3.3.8.2	Technical Report - Study/Services	Master Configuration Item (CI) Report List			
A036	3.3.9.1	Vehicle Configuration Data "As Designed"	N/A			
A049	3.3.15.1	Software Requirements Specification	N/A			
A050	3.3.15.2	Software Version Description (SVD)	N/A			
A051	3.3.15.2	Software User Manual (SUM)	N/A			

CDRL #:	SOW Paragraph Numbers	CDRL: Title of Data item - Block 2	CDRL: Subtitle - Block 3	Offeror's Proposed Data Rights	Explanatory Notes (If Required)	TDP Cost, US \$s
A053	3.3.15.5	Firmware Support Manual (FSM)	N/A	(b) (3), (b) (4)		
A081	3.4.3	Technical Report - Study/Services	Key Characteristics Database and Report			
A091	3.6.2 / 3.6.3.1 / 3.6.3.3 / 3.6.7.7 / 3.6.8.1	Logistics Product Data	Logistics Product Data (LPD) Including Provisioning Technical Data (PTD)			
A095	3.6.4.3	Engineering Data for Provisioning (EDFP)	N/A			
A098	3.6.6.4	Instructional Performance Requirements Document	Part I – Task Data Part II – Learning Analysis Data Part III – Critical Training Task List			
A099	3.6.6.5.1 / 3.6.6.6	Test Package	Operator Maintenance Training Test Packages			
A100	3.6.6.5.4	Course Conduct Support Document	Operator Maintenance Course Conduct Information Package			
A101	3.6.6.5.2 / 3.6.6.6	Training Conduct Support Document	Operator Maintenance Lesson Plans, Student Handouts, Instructional Visual Aids, and			

CDRL #:	SOW Paragraph Numbers	CDRL: Title of Data item - Block 2	CDRL: Subtitle - Block 3	Offeror's Proposed Data Rights	Explanatory Notes (If Required)	TDP Cost, US \$s
			Training Materials Change Data	(b) (3), (b) (4)		
A118	3.3.6.3	Special Tooling (ST) Drawings/Models and Associated Lists	N/A			
A128	3.6.8.1 / 3.6.8.2	Technical Report - Study/Services	Depot Level Technical Information and Associated Support and Test Equipment			
A129	3.3.6.4	Special Inspection Equipment (SIE) Drawings/Models and Associated Lists	N/A			

CDRL #:	SOW Paragraph Numbers	CDRL: Title of Data item - Block 2	CDRL: Subtitle - Block 3	Offeror's Proposed Data Rights	Explanatory Notes (If Required)	TDP Cost, US \$s
				(b) (3), (b) (4)		
A130	3.6.6.5.1	Test Package	Field Level Maintenance Training Test Packages			
A131	3.6.6.5.2	Training Conduct Support Document	Field Level Maintenance Lesson Plans, Student Handouts, Instructional Visual Aids, and Training Materials Change Data			
A133	3.6.6.5.4	Course Conduct Information Package	Maintainer Course Conduct Information Package			
A134	3.3.34.1	Drawing/Model Number Assignment Report	N/A			

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data, Computer Software to Be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
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(b) (3), (b) (4)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be

Technical Data, Computer Software to Be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
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restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

(b) (3), (b) (4)

Signature

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A4	PAGE 1 OF 90 PAGES
2. CONTRACT NO. M67854-16-C-0007		3. SOLICITATION NO. M67854-15-R-0001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 26 Mar 2015	
6. REQUISITION/PURCHASE NO. SEE SCHEDULE							
7. ISSUED BY MARCORSYSCOM CT028 ATTN: MONICA HURUI 105 TECH PARKWAY STAFFORD VA 22556 CODE M67854 TEL: 703-784-3531 FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>10:00 AM</u> local time <u>18 May 2015</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 33	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		34	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		35	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		36 - 39	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		40 - 45			
X	G	CONTRACT ADMINISTRATION DATA		46 - 50	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		51 - 52	M	EVALUATION FACTORS FOR AWARD	
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				Net 30 Days			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	6XVA8	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
SCIENCE APPLICATIONS INTERNATIONAL CORPO (b) (4) 1710 SAIC DR MCLEAN VA 22102-3702						(b) (4)	
15B. TELEPHONE NO (Include area code)		(b) (4)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
						18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$81,262,166.88		21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) DCMA MANASSAS 14501 GEORGE CARTER WAY, SECOND FLOOR CHANTILLY VA 20151		CODE	S2404A	25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS - CO/SOUTH ENTITLEMENT OPERATIONS (8558) PO BOX 182317 COLUMBUS OH 43218-2317		CODE	HQ0338
		SCD: A					
26. NAME OF CONTRACTING OFFICER (Type or print) KAREN R. BEVERIDGE TEL: 703-784-4131 EMAIL: Karen.Beveridge@usmc.mil				27. UNITED STATES OF AMERICA <i>Karen Beveridge</i> (Signature of Contracting Officer)		28. AWARD DATE 24-Nov-2015	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Lot		\$0.00
	EMD Design and Development				
	FPI				
	EMD Phase shall be performed in accordance with (IAW) the Amphibious Combat Vehicle Section J Attachment 1: ACV-SOW-03001				
	FOB: Destination				
				TARGET COST	\$0.00
				TARGET PROFIT	\$0.00
				TOTAL TARGET PRICE	\$0.00
				CEILING PRICE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Lot		(b) (4)
	EMD Design and Development				
	FPI				
	EMD Phase shall be performed in accordance with (IAW) the Amphibious Combat Vehicle Section J Attachment 1: ACV-SOW-03001				
	FOB: Destination				
	MILSTRIP: M9545016RCR5EX5				
	PURCHASE REQUEST NUMBER: M9545016RCR5EX50001				
				TARGET COST	(b) (4)
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50
	ACRN AD				(b) (4)
	CIN: M9545016RCR5EX50001AA				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Lot		(b) (4)
	EMD Design and Development				
	FPI				
	EMD Phase shall be performed in accordance with (IAW) the Amphibious Combat Vehicle Section J Attachment 1: ACV-SOW-03001				
	FOB: Destination				
	MILSTRIP: M9545016RCR6AS4				
	PURCHASE REQUEST NUMBER: M9545016RCR6AS40001				
				TARGET COST	(b) (4)
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50
	ACRN AC				(b) (4)
	CIN: M9545016RCR6AS40001AB				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Each		\$0.00
	EMD Vehicles				
	FPI				
	EMD Vehicles shall be performed IAW the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	FOB: Destination				
				TARGET COST	\$0.00
				TARGET PROFIT	\$0.00
				TOTAL TARGET PRICE	\$0.00
				CEILING PRICE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	EMD Vehicles	13	Each		(b) (4)
	FPI				
	EMD Vehicles shall be performed IAW the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	FOB: Destination				
	MILSTRIP: M9545016RCR5EX5				
	PURCHASE REQUEST NUMBER: M9545016RCR5EX50001				
				TARGET COST	(b) (4)
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50
	ACRN AD				
	CIN: M9545016RCREX50002AA				(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	EMD Vehicles FPI EMD Vehicles shall be performed IAW the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001. FOB: Destination MILSTRIP: M9545016RCR6AS4 PURCHASE REQUEST NUMBER: M9545016RCR6AS40001	5	Each		(b) (4)
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50
	ACRN AC CIN: M9545016RCR6AS40002AB				(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Delivery Incentive FFP The Delivery Incentive shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001 and Section H.5 Delivery Incentive. FOB: Destination MILSTRIP: M9545016RCR6AS4 PURCHASE REQUEST NUMBER: M9545016RCR6AS40001	4	Each		(b) (4)
				NET AMT	(b) (4)
	ACRN AC CIN: M95450116RCR6AS40003				(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lot		NSP

Contract Data Requirements List

FFP

CDRLs shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001. These CDRLs are not separately priced (NSP).

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		3	Each		(b) (4)

OPTION

EMD Vehicles

FPI

EMD Vehicles shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

FOB: Destination

TARGET COST

(b) (4)

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

50/50

SHARE RATIO BELOW TARGET

50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Lot		(b) (4)
OPTION	EMD Design and Development FPI EMD Design and Development shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001. FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Lot		(b) (4)
OPTION	EMD Test Support CPFF EMD Test Support shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001. FOB: Destination				
				ESTIMATED COST	(b) (4)
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Lot		(b) (4)
OPTION	Corrective Action Mods for EMD Vehicles				
	CPFF				
	Corrective Action Mods for EMD Vehicles shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	FOB: Destination				
				ESTIMATED COST	(b) (4)
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Lot		(b) (4)
OPTION	Logistics Management				
	CPFF				
	Logistics Management shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	FOB: Destination				
				ESTIMATED COST	(b) (4)
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Lot		(b) (4)
OPTION	Studies/Adv Capability Improvements CPFF Studies/Advanced Capability Improvements shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001. Studies/Advanced Capability Improvements shall be conducted IAW Technical Instruction Procedures identified in Attachment 26. FOB: Destination				
ESTIMATED COST					(b) (4)
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1	Lot		(b) (4)
OPTION	Vehicle Disposition for Non-Selectee FFP Vehicle Disposition for the Contractor not selected to proceed into LRIP shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001. FOB: Destination				
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		1	Lot		(b) (4)
OPTION	EMD Design & Development Post DownSelect				
	FPI				
	EMD Design & Development Post Down-Select shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		1	Lot		(b) (4)
OPTION	EMD Test Support Post Down-Select				
	CPFF				
	EMD Test Support Post Down-Select shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	FOB: Destination				
				ESTIMATED COST	(b) (4)
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Lot		\$0.00

OPTION

LRIP Lot 1 Vehicles

FPI

LRIP Lot 1 Vehicles shall be delivered IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.

FOB: Destination

TARGET COST	\$0.00
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	\$0.00
CEILING PRICE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		4	Each		(b) (4)

OPTION

FUSL Vehicles

FPI

FUSL Vehicles shall be delivered IAW with the Amphibious Combat Vehicle Section J, Attachment I: ACV-SOW-03001.

Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.

FOB: Destination

TARGET COST	(b) (4)
TARGET PROFIT	(b) (4)
TOTAL TARGET PRICE	(b) (4)
CEILING PRICE	(b) (4)
SHARE RATIO ABOVE TARGET	80/20
SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		26	Each		(b) (4)
OPTION	Production Vehicles				
	FPI				
	Production Vehicles shall be delivered IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Lot		\$0.00

OPTION

Other Production Costs LRIP Lot 1

FPI

Other Production Related Costs for LRIP Lot 1 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.

FOB: Destination

TARGET COST	\$0.00
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	\$0.00
CEILING PRICE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA		1	Lot		(b) (4)
OPTION	Development Funded Efforts				
	FPI				
	Development funded efforts for LRIP Lot 1 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
			TARGET COST		(b) (4)
			TARGET PROFIT		
			TOTAL TARGET PRICE		
			CEILING PRICE		
			SHARE RATIO ABOVE TARGET		80/20
			SHARE RATIO BELOW TARGET		20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB		1	Lot		(b) (4)
OPTION	Procurement Funded Efforts				
	FPI				
	Procurement funded efforts for LRIP Lot 1 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
			TARGET COST		(b) (4)
			TARGET PROFIT		
			TOTAL TARGET PRICE		
			CEILING PRICE		
			SHARE RATIO ABOVE TARGET		80/20
			SHARE RATIO BELOW TARGET		20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Lot		\$0.00

OPTION

Fielding & Support Costs LRIP Lot 1

FPI

Fielding and Support Costs for LRIP Lot 1 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.

FOB: Destination

TARGET COST	\$0.00
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	\$0.00
CEILING PRICE	\$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA		1	Lot		(b) (4)
OPTION	Development Funded Efforts				
	FPI				
	Development Funded Efforts for LRIP Lot 1 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB		1	Lot		(b) (4)
OPTION	Procurement Funded Efforts				
	FPI				
	Procurement Funded Efforts for LRIP Lot 1 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		26	Each		(b) (4)
OPTION	LRIP Reset Test Vehicles				
	CPFF				
	LRIP Reset Test Vehicles shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
				ESTIMATED COST	(b) (4)
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		30	Each		(b) (4)
OPTION	LRIP Lot 2 Vehicles				
	FPI				
	LRIP Lot 2 Vehicles shall be delivered IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Lot		(b) (4)
OPTION	Other Production Costs LRIP Lot 2				
	FPI				
	Other Production Related Costs for LRIP Lot 2 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
			TARGET COST		(b) (4)
			TARGET PROFIT		
			TOTAL TARGET PRICE		
			CEILING PRICE		
			SHARE RATIO ABOVE TARGET		80/20
			SHARE RATIO BELOW TARGET		20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Lot		(b) (4)
OPTION	Fielding & Support Costs LRIP Lot 2				
	FPI				
	Fielding & Support Costs for LRIP Lot 2 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	Contractor will be provided the opportunity to re-price all the LRIP CLINs prior to LRIP exercise.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		30	Each		(b) (4)

OPTION

FRP Lot 1 Vehicles

FPI

FRP Lot 1 Vehicles shall be delivered IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.

FOB: Destination

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

(b) (4)

80/20

20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Lot		(b) (4)
OPTION	Other Production Costs FRP Lot 1				
	FPI				
	Other Production Related Costs for FRP Lot 1 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Lot		(b) (4)

OPTION

Fielding & Support Costs FRP Lot 1

FPI

Fielding & Support Costs for FRP Lot 1 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.

FOB: Destination

TARGET COST

(b) (4)

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

80/20

SHARE RATIO BELOW TARGET

20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		1	Lot		(b) (4)

OPTION

Develop Depot Data & Depot Spt Products
FFP

Develop Depot Data & Depot Support Products shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001		80	Each		(b) (4)
OPTION	FRP Lot 2 Vehicles				
	FPI				
	FRP Lot 2 Vehicles shall be delivered IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002		1	Lot		(b) (4)
OPTION	Other Production Costs FRP Lot 2				
	FPI				
	Other Production Related Costs for FRP Lot 2 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003		1	Lot		(b) (4)
OPTION	Fielding & Support Costs FRP Lot 2				
	FPI				
	Fielding and Support Costs for FRP Lot 2 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001		38	Each		(b) (4)
OPTION	FRP Lot 3 Vehicles				
	FPI				
	FRP Lot 3 Vehicles shall be delivered IAW with the Amphibious Combat Vehicle Section J, Attachment I: ACV-SOW-03001.				
	This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002		1	Lot		(b) (4)
OPTION	Other Production Costs FRP Lot 3				
	FPI				
	Other Production Related Costs for FRP Lot 3 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.				
	This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.				
	FOB: Destination				
				TARGET COST	(b) (4)
				TARGET PROFIT	(b) (4)
				TOTAL TARGET PRICE	(b) (4)
				CEILING PRICE	(b) (4)
				SHARE RATIO ABOVE TARGET	80/20
				SHARE RATIO BELOW TARGET	20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6003		1	Lot		(b) (4)

OPTION

Fielding & Support Costs FRP Lot 3

FPI

Fielding & Support Costs for FRP Lot 3 shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.

FOB: Destination

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

(b) (4)

80/20

20/80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6004		1	Lot		(b) (4)

OPTION

Production Line Shut Down

FFP

Production Line Shut Down shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 1: ACV-SOW-03001.

This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6005		1	Lot	(b) (4)	(b) (4)
OPTION	Technical Data Package				

FFP

Technical Data Package shall be performed IAW with the Amphibious Combat Vehicle Section J, Attachment 17.

This CLIN is priced as an NTE. Contractors will be allowed to adjust the price from the NTE at downselect.

FOB: Destination

NET AMT

(b) (4)

Section C - Descriptions and Specifications

INSTRUCTIONS

SOW

The Contractor shall perform in accordance with Section J, Attachment 1, entitled Statement of Work (SOW), Amphibious Combat Vehicle (ACV) ACV-SOW-03001 Version 1.2 dated 21 April 2015.

Section D - Packaging and Marking

The Contractor shall follow Packaging and Marking instructions as described in Section J, Attachment 1 ACV-SOW-03001 version 1.2 dated 21 April 2015 and Section J, Attachment 2, ACV-SPE-02003 version 1.0 dated 19 March 2015.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2 Alt I	Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I	JUL 1985
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-16	Responsibility For Supplies	APR 1984

INSPECTION/ACCEPTANCE

NOTE 1: Interim acceptance of the 16 EMD (QTY 13 CLIN 0002, QTY 3 CLIN 0005) vehicles shall be conducted at the Contractor's facility and be approved by the Government. Interim acceptance shall not apply to the two (2) Live Fire (LF) EMD vehicles. Interim Acceptance applies to the remaining EMD vehicles. A DD250 for the non-LF EMD vehicles will not be completed at interim acceptance. The Contractor shall follow the instructions in SOW 3.4.7.5 for interim acceptance.

A DD250 shall be completed for the non-LF EMD vehicles from the Contractor with an exercised option to proceed into Low Rate Initial Production (LRIP). A DD250 shall be completed for the Contractor that does not have an exercised option to proceed into LRIP in accordance with SOW paragraph 3.8.

NOTE 2: Interim acceptance shall be conducted at the Contractor's facility and be approved by the Government. The Contractor shall follow the instructions in SOW 3.4.7.5 for interim acceptance.

After interim acceptance of the four (4) FUSL LRIP vehicles and delivery to the Government designated Full Up System Live Fire (FUSL) Test Site, a DD250 for the FUSL LRIP vehicles will be signed. The Government will sign a DD250 for all remaining non - FUSL LRIP vehicles upon their delivery to their respective USMC Operating Force units. Vehicles used during IOT&E will not receive a DD250 until after they have been RESET and delivered to their respective USMC Operating Force units.

NOTE 3: Interim acceptance shall be conducted at the Contractor's facility and be approved by the Government. The Contractor shall follow the instructions in SOW 3.4.7.5 for interim acceptance.

The Government will sign a DD250 for FRP vehicles upon their delivery to their respective USMC Operating Force units with the exception of those vehicles designated to be delivered to USMC Operating Force units outside of the Continental United States (OCONUS). The OCONUS designated vehicles will receive their signed DD250s at the Port of Departure.

CLIN	Inspect At	Inspect By	Accept At	Accept By
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0001	Various - Destination	Government	Various - Destination	Government
0002	Origin	Government	DT/OT Test Sites Various - Destination	Government
0003	Destination	Government	Destination	Government
0004	IAW Applicable DD 1423			
0005	Origin	Government	DT/OT Test Sites Various - Destination	Government
1001	Various - Destination	Government	Various - Destination	Government
1002	Various - Destination	Government	Various - Destination	Government
1003	Various - Destination	Government	Various - Destination	Government
1004	Various - Destination	Government	Various - Destination	Government
1005	Various - Destination	Government	Various - Destination	Government
1006	Various - Destination	Government	Various - Destination	Government
1007	Various - Destination	Government	Various - Destination	Government
1008	Various - Destination	Government	Various - Destination	Government
2001	N/A	N/A	N/A	N/A
2001AA	Contractor Production Site - Origin	Government	Contractor Production Site - Destination	Government
2001AB	Contractor Production Site - Origin	Government	Contractor Production Site - Destination	Government
2002	N/A	N/A	N/A	N/A
2002AA	Various - Destination	Government	Various - Destination	Government
2002AB	Various - Destination	Government	Various - Destination	Government
2003	N/A	N/A	N/A	N/A

2003AA	PM AAA - Destination	Government	PM AAA - Destination	Government
2003AB	Various - Destination	Government	Various - Destination	Government
2004	Various - Destination	Government	Various - Destination	Government
3001	Contractor Production Site - Origin	Government	Contractor Production Site - Destination	Government
3002	Various - Destination	Government	Various - Destination	Government
3003	Various - Destination	Government	Various - Destination	Government
4001	Contractor Production Site - Origin	Government	Contractor Production Site - Destination	Government
4002	Various - Destination	Government	Various - Destination	Government
4003	Various - Destination	Government	Various - Destination	Government
4004	PM AAA -Destination	Government	PM AAA - Destination	Government
5001	Contractor Production Site - Origin	Government	Contractor Production Site - Destination	Government
5002	Various - Destination	Government	Various - Destination	Government
5003	Various - Destination	Government	Various - Destination	Government
6001	Contractor Production Site - Origin	Government	Contractor Production Site - Destination	Government
6002	Various - Destination	Government	Various - Destination	Government

6003	Various - Destination	Government	Various - Destination	Government
6004	Contractor Production Site - Origin	Government	Government Storage Site - Destination	Government

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

DELIVERY POP AND OPT EXERCISE
EXERCISE OF OPTION CLINS

The Government has the right to exercise the option Contract Line Items Numbers (CLINs) identified in Section B in accordance with the terms and conditions contained within FAR 52.217-9 (See Section I).

A month is defined as thirty (30) calendar days. The Government reserves the right to exercise individual option items within each respective option period without having to exercise all of the option items contained within that period.

Note: For Milestone C or Full Rate Production (FRP) options that occur within 60 days of the completion of the Government Fiscal Year (1 August to 30 September) the option exercise date shall be extended until at least 31 December of that calendar year, without any change to the option prices.

Option exercise information by CLIN is as follows:

Option CLIN 0005 –

The Government may exercise the option within four (4) months after contract award.

Option CLIN 1001 – The Government may exercise the option within 25 months after contract award.

Option CLIN 1002 – The Government may exercise the option within 12 months after contract award.

Option CLIN 1003 – The Government may exercise the option within 17 months after contract award.

Option CLIN 1004 – The Government may exercise the option within four (4) months after contract award.

Option CLIN 1005 – The Government may exercise the option within 24 months after contract award.

Option CLIN 1006 – The Government may exercise the option within one (1) month after MS C Approval.

Option CLIN 1007 – The Government may exercise the option within one (1) month after MS C Approval.

Option CLIN 1008 – The Government may exercise the option within one (1) month after MS C Approval.

Option CLIN 2001 – N/A

Option CLIN 2001AA – The Government may exercise the option within one (1) month after Milestone C approval.

Option CLIN 2001AB – The Government may exercise the option within one (1) month after Milestone C approval.

Option CLIN 2002 – N/A

Option CLIN 2002AA – The Government may exercise the option within one (1) month after Milestone C approval.

Option CLIN 2002AB – The Government may exercise the option within one (1) month after Milestone C approval.

Option CLIN 2003 – N/A

Option CLIN 2003AA – The Government may exercise the option within one (1) month after Milestone C approval.

Option CLIN 2003AB – The Government may exercise the option within one (1) month after Milestone C approval.

Option CLIN 2004 – The Government may exercise the option within one (1) month after start of IOT&E.

Option CLIN 3001 – The Government may exercise the option within 13 months after Milestone C approval.

Option CLIN 3002 – The Government may exercise the option within 13 months after Milestone C approval.

Option CLIN 3003 – The Government may exercise the option within 13 months after Milestone C approval.

Option CLIN 4001 – The Government may exercise the option within one (1) month after Full Rate Production (FRP) decision.

Option CLIN 4002 – The Government may exercise the option within one (1) month after Full Rate Production (FRP) decision.

Option CLIN 4003 – The Government may exercise the option within one (1) month after Full Rate Production (FRP) decision.

Option CLIN 4004 – The Government may exercise the option within one (1) month after Full Rate Production (FRP) decision.

Option CLIN 5001 – The Government may exercise the option within 13 months after Full Rate Production (FRP) decision.

Option CLIN 5002 – The Government may exercise the option within 13 months after Full Rate Production (FRP) decision.

Option CLIN 5003 – The Government may exercise the option within 13 months after Full Rate Production (FRP) decision.

Option CLIN 6001 – The Government may exercise the option within 25 months after Full Rate Production (FRP) decision.

Option CLIN 6002 – The Government may exercise the option within 25 months after Full Rate Production (FRP) decision.

Option CLIN 6003 – The Government may exercise the option within 25 months after Full Rate Production (FRP) decision.

Option CLIN 6004 – The Government may exercise the option within 25 months after Full Rate Production (FRP) decision.

Option CLIN 6005 – The Government may exercise the option within 25 months after Full Rate Production (FRP) decision.

PERIOD OF PERFORMANCE (POP), DELIVERY SCHEDULE FOR CLINs AND OPTION CLINs

CLIN 0001 – Contract award through 30 September 2017.

CLIN 0002 – The Contractor shall deliver 13 EMD vehicles in accordance with the following schedule:

- Quantity (QTY) 4 EMD vehicles delivered No Later Than (NLT) 5 January 2017
- QTY 4 EMD vehicles delivered NLT 1 February 2017
- QTY 4 EMD vehicles delivered NLT 1 March 2017
- QTY 1 EMD vehicle delivered NLT 1 April 2017

CLIN 0003 – PoP N/A

CLIN 0004 – PoP N/A

Option CLIN 0005 – The Contractor shall deliver QTY 3 EMD vehicles no later than 1 April 2017.

Option CLIN 1001 – PoP begins at option exercise and ends 12 months after option exercise.

Option CLIN 1002 – PoP begins at option exercise and ends 20 months after option exercise.

Option CLIN 1003 – PoP begins at option exercise and ends 12 months after option exercise.

Option CLIN 1004 – PoP begins at option exercise and ends 30 months after option exercise.

Option CLIN 1005 – PoP begins at option exercise and ends 18 months after option exercise.

Option CLIN 1006 – PoP begins at option exercise and ends 6 months after option exercise.

Option CLIN 1007 – PoP begins at option exercise and ends 19 months after option exercise.

Option CLIN 1008 – PoP begins at option exercise and ends 22 months after option exercise.

Option CLIN 2001 – N/A

Option CLIN 2001AA – QTY 4 FUSL Vehicles shall be delivered NLT 10 months after exercise of option.

Option CLIN 2001AB – The Contractor shall deliver 26 LRIP Lot 1 vehicles IAW the following schedule:

- QTY 4 LRIP Lot 1 Vehicles delivered NLT 11 months after Milestone C approval
- QTY 8 LRIP Lot 1 Vehicles delivered NLT 12 months after Milestone C approval
- QTY 1 LRIP Lot 1 Vehicles delivered NLT 12 months after Milestone C approval. This vehicle shall remain in place at the Contractor's facility until disposition is provided by the Government.
- QTY 9 LRIP Lot 1 Vehicles delivered NLT 13 months after Milestone C approval.
- QTY 1 LRIP Lot 1 Vehicles delivered NLT 13 months after Milestone C approval. This vehicle shall remain in place at the Contractor's facility until disposition is provided by the Government.

Option CLIN 4003 – PoP begins at option exercise and ends 24 months after option exercise.

Option CLIN 4004 – PoP begins at option exercise and ends 12 months after option exercise.

Option CLIN 5001 – PoP begins at option exercise and ends 24 months after option exercise.

Delivery Date	Qty.
(b) (4)	

Option CLIN 5002 – PoP begins at option exercise and ends 24 months after option exercise.

Option CLIN 5003 – PoP begins at option exercise and ends 24 months after option exercise.

Option CLIN 6001 – PoP begins at option exercise and ends 18 months after option exercise.

Delivery Date	Qty.
(b) (4)	

Option CLIN 6002 – PoP begins at option exercise and ends 18 months after option exercise.

Option CLIN 6003 – PoP begins at option exercise and ends 18 months after option exercise.

Option CLIN 6004 – PoP begins at option exercise and ends 30 months after option exercise.

Option CLIN 6005 – PoP begins at option exercise and ends 18 months after option exercise.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AC: 1761319T4TH 255 67854 067443 2D C00250
 COST CODE: 6RCR6AS41737
 AMOUNT: (b) (4)
 CIN M95450116RCR6AS40003: (b) (4)
 CIN M9545016RCR6AS40001AB: (b) (4)
 CIN M9545016RCR6AS40002AB: (b) (4)

AD: 1751319T4TH 255 67854 067443 2D C00250
 COST CODE: 6RCR5EX51737
 AMOUNT: (b) (4)
 CIN M9545016RCR5EX50001AA: (b) (4)
 CIN M9545016RCREX50002AA: (b) (4)

ADMINISTRATION**G.1 Government Points of Contact**

Listed below are the Government points of contact for this contract:

ROLE	NAME	ADDRESS	PHONE	EMAIL
Procuring Contracting Officer (PCO)	Karen Beveridge	105 Tech Pkwy Stafford, VA 22556	(703) 784-4131	karen.beveridge@usmc.mil
Administrative Contracting Officer (ACO)	Ray Griffith	14501 George Carter Way 2 nd Floor Chantilly, Va 20151	(571) 521-1879	Raymond.Griffith@dcma.mil
Contract Specialist (CS)	TBD	105 Tech Pkwy Stafford, VA 2255	TBD	TBD
Contracting Officer's Representative (COR)	Joyce Hodgson	105 Tech Parkway Stafford, VA 22556	(703) 784-2718	joyce.hodgson@usmc.mil

Listed below are the Contractor points of contact for this contract:

ROLE	NAME	ADDRESS	PHONE	EMAIL
Contracts	(b) (4)			
Program Manager				

G.2 Delegation of Authority for Contract Administration

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Command is designated as the authorized representative of the Procuring Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. In accordance with FAR 42.3, the PCO may retain certain functions. In view of the technical nature of the supplies and services to be furnished the following contract administration functions are retained by the Marine Corps Systems Command PCO:

- 1) Conduct Post-Award Orientation Conferences;
- 2) Consent to the placement of subcontracts in accordance with FAR 52.244-2.

G.3 Payment Instructions

<u>CLINs</u>	<u>Frequency of Invoice</u>	<u>CLIN Type</u>
0001, 0002, 0005, 1001, 1003, 1007, 2001AA, 2001AB, 2002AA, 2002AB, 2003AA, 2003AB, 3001, 3002, 3003, 4001, 4002, 4003, 5001, 5002, 5003, 6001, 6002, 6003	Monthly (Progress Payments)	Fixed Price Incentive (FPI)
0003, 1006, 6005	Upon delivery	Firm Fixed Price (FFP)
4004, 6004	Monthly (Progress Payments)	Firm Fixed Price (FFP)
1002, 1004, 1005, 1008, 2004	Monthly	Cost Plus Fixed Fee (CPFF)

G.4 Reimbursement of Travel, Per Diem, and Special Material Costs (Applicable to CPFF CLINs only)

5252.232-9509 Reimbursement of Travel, Per Diem, and Special Material Costs (NAVAIR) (OCT 2006)

(a) Area of Travel. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All Contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a 50 mile radius of the Contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a 50 mile radius of the Contractor's office. The Contractor shall not be paid for travel or subsistence for Contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the Contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the Contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the Contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the Contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The Contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The Contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the Contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the Contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the Contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The Contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the Contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The Contractor shall not be paid for Per Diem for Contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a 50 mile radius of the Contractor's home office or the Contractor's local office. Per Diem is authorized for Contractor personnel beyond a 50 mile radius of the Contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the Contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized Per Diem rate shall be the same as the prevailing Per Diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from Contractor's home or local office, and on the day of return. Reimbursement to the Contractor for Per Diem shall be limited to actual payments to Per Diem defined herein. The Contractor shall provide actual payments of Per Diem defined herein. The Contractor shall provide supporting documentation for Per Diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the Contractor will be reimbursed at the Per Diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the Contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The Contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

G.5 Pre-Award Contract Costs (FAR 31.205-32)

Offerors are authorized to include pre-contract costs in their proposal in order to meet the delivery schedule for CLIN 0002. The effective date of the contract will be 19 May 2015. The only allowable costs offerors shall incur as pre-contract costs are those needed to meet the delivery schedule for CLIN 0002. Offerors understand that any incurred pre-award contract costs are at the Offeror's risk and will only be billable should the Offeror be awarded an ACV 1.1 contract as a result of solicitation M67854-15-R-0001 and the Offeror deliver ACV 1.1 vehicles which meet the CLIN 0002 requirements. In addition, the contractor is only authorized reimbursement of these costs provided they are allowable, allocable and reasonable pursuant to the terms of the contract. It is further provided

that such costs shall not, in the aggregate, exceed \$15,000,000. Allowable pre-contract costs shall be billed under CLIN 0002.

If the Contractor does not receive an ACV 1.1 contract award as a result of Solicitation M67854-15-R-0001, the Government shall be under no obligation to reimburse the Contractor for any costs incurred.

G.6 Applicability of FAR 52.245-1 and Alt I

FAR 52.245-1 Alt I does not apply to the Contractor when the ACV and its Government Furnished Material/Property are under USG care, control, and operation while at each Test site listed in Section J, Attachment 11 and in Section J, Attachment 29 Test Evaluation Master Plan (TEMP). While under USG care, control, and operation at the Test site, FAR 52.245-1 will apply.

Section H - Special Contract Requirements

SPECIAL CONTRACT INSTRUCTIONS
SPECIAL CONTRACT INSTRUCTIONS

- H-1 Reserved
- H-2 Criteria for the Exercise of the LRIP Build Option
- H-3 Not-to-Exceed Vehicles Production at Down-Select
- H-4 Liability Insurance
- H-5 Delivery Incentive

H-1 Reserved**H-2 Criteria for the Exercise of the LRIP Build Option at Down-Select**

Prior to MS C, the Government intends to down-select to no more than one (1) Contractor to produce ACVs. However, the Government reserves the right to select none of the contractors. A down-select solicitation will be issued prior to MS-C only to the contractors who receive an award from Solicitation M67854-15-R-0001. The down-select competition will be limited to the ACV 1.1 contractors that delivered EMD vehicles. The down-select will be conducted as described in FAR Part 15 using a best value trade-off process. The Government intends to exercise and award the option to one (1) Offeror and will make a determination based upon the following down-select criteria:

- 1) Performance of the demonstrator vehicles against the ACV 1.1SPS as validated through Government Testing. For any requirements not met, the Government will consider proposed mitigation plans for achieving specification requirements;
- 2) Offeror's manufacturing capabilities for production of LRIP and FRP vehicles;
- 3) The quality of the LMI data, provisioning planning, and technical manuals;
- 4) The timeliness of delivery and quality of all deliverables during the EMD Phase;
- 5) Price Analysis of the ceiling price for the LRIP and the FRP option CLINs and the NTE Price for an additional 490 ACV vehicles.

These factors are listed descending order of importance. The Government reserves the right to adjust the factors and the order of importance prior to release of the MS C solicitation. Offerors shall be afforded the opportunity to re-price the LRIP and FRP options when responding to the solicitation for down-select. For price analysis, the previous LRIP pricing and FRP NTE values will form the basis of evaluation for initial award; however, the Offerors updated pricing for the down-select decision may be adjusted up or down to reflect fact of life and design changes realized through EMD.

H-3 Not-to-Exceed Vehicles Production at Down-Select

Prior to exercising the LRIP Options, the Government will provide the Contractor a more refined and detailed FRP requirement for a projected additional 490 vehicles. The Offeror should build into their pricing strategy that they will be required to provide a Not-To-Exceed price for the additional 490 Vehicles Production Lots. If necessary, the Government may consider allowing Economic Pricing Adjustment clauses and approved design changes for the NTE pricing of these vehicles.

H-4 Liability Insurance

The following types of insurance are required in accordance with the clause entitled, "FAR 52.228-5, "Insurance--Work on a Government Installation"" and "52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$500,000 per occurrence.

(b) Worker's Compensation and Employer's Liability Insurance: \$100,000.

(c) Property Damage Liability Insurance: (b) (4)

(d) Vessel Liability Collision Liability and Protection Insurance: Vessel Liability Collision Liability and Protection Insurance: (b) (4)

(e) Vessel Indemnity Liability Insurance: (b) (4)

H-5 Delivery Incentive

The following guidance applies to the delivery incentive fee associated with CLIN 0003. If the Contractor delivers a block of four (4) EMD vehicles (CLIN 0002) in accordance with SOW Section 3.4.7.5 ahead of schedule, they shall receive an incentive fee of:

- \$4M based on a signed Limited Technical Inspection (LTI) at the destination test location 30 or more calendar days prior to the due date established in Section F.
- \$3M based on a signed LTI at the destination test location 21-29 calendar days prior to the due date established in Section F.
- \$2M based on a signed LTI at the destination test location 14-20 calendar days prior to the due date established in Section F.

The criteria for the delivery incentive will be based upon delivery of the vehicles to the test site and a signed LTI. Only Offeror(s) awarded a contract are eligible for the incentive.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2014) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997

52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984

52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2015
52.245-1	Government Property	APR 2012
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-14	Inspection of Transportation	APR 1984
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-52	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013

252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	FEB 2014
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7032	Rights In Technical Data And Computer Software (Foreign)	JUN 1975
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.229-7001 Alt I	Tax Relief (Sept 2014) - Alternate I	SEP 2014
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.229-7006	Value Added Tax Exclusion (United Kingdom)	DEC 2011
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.234-7004	Cost and Software Data Reporting System.	NOV 2010
252.239-7018	Supply Chain Risk	NOV 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	JUN 2012
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) - ALTERNATE II (SEP 1989)

(a) The Contractor shall test vehicle(s) of CLIN 2002AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 15 calendar days after the completion of the first vehicle inspection to the COR in accordance with the corresponding CDRL marking the report "FIRST ARTICLE TEST REPORT: Contract No. M67854-16-C-0007, Lot/Item No. CLIN 2002AA. Within 15 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
 - (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
 - (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
 - (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
 - (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
 - (F) Facilities capital cost of money factors computation.
 - (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
 - (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
 - (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
 - (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
 - (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
 - (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
 - (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
 - (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
 - (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
 - (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
 - (C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)

(a) General. The supplies or services identified in the Schedule as Items 0001, 0002, 0005, 1001, 1007, 2001AA, 2001AB, 2002AA, 2002AB, 2003AA, 2003AB, 3001, 3002, 3003, 4001, 4002, 4003, 5001, 5002, 5003, 6001, 6002, and 6003 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price in Section B. Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within 30 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) For CLINs 0001, 0002, 0005, 1001, and 1007, if the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less 50 percent of the amount by which the total final negotiated cost exceeds the total target cost. For CLINs 2001AA, 2001AB, 2002AA, 2002AB, 2003AA, 2003AB, 3001, 3002, 3003, 4001, 4002, 4003, 5001, 5002, 5003, 6001, 6002, and 6003, if the total final negotiated cost is greater than

the total target cost, the adjustment is the total target profit, less 80 percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) For CLINs 0001, 0002, 0005, 1001, and 1007, if the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus 50 percent of the amount by which the total final negotiated cost is less than the total target cost. For CLINs 2001AA, 2001AB, 2002AA, 2002AB, 2003AA, 2003AB, 3001, 3002, 3003, 4001, 4002, 4003, 5001, 5002, 5003, 6001, 6002, and 6003, if the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less 20 percent of the amount by which the total final negotiated cost exceeds the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with

subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (g), above, and of this paragraph (h), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (g)(2) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (g) above and of this paragraph (h), modified as required by subparagraph (1) above.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 9 years.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed "0" or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) Definitions. As used in this clause--

"Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65."

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 45 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of

the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (MAY 2014)

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or

public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants

that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. Not Applicable

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Not Applicable

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Not Applicable

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Marine Corps Systems Command and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Marine Corps Systems Command and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. M67854-16-C-0007. This may be confirmed by contacting the ACO listed in Section G of this contract."

(End of clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

PMAAA, PEO LS, USMC
ATTN: COR-Joyce Hodgson
MARCORSYSCOM
2200 LESTER ST
QUANTICO, VA 22134

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dpap/dars/far.html>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

Not Applicable

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GSI Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
None	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
None	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the following office:

Marine Corps Contact:

Mr. Douglas Phelps

(703) 692-4236

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	M67854
Admin DoDAAC	
Inspect By DoDAAC	M67854/PMAAA
Ship To Code	M67854/PMAAA
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	M67854/PMAAA

Service Acceptor (DoDAAC)	M67854/PMAAA
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

joyce.hodgson@usmc.mil
ronna.parks@usmc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

bobby.walcott@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) **0001** is/are incrementally funded. For this/these item(s), the sum of **(b) (4)** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be

reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

(b) (4)

(b) (4)

(b) (4)

(End of clause)

5237.102-90 MANPOWER REPORTING

5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

(b) The standard language to be inserted is:

"The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the [NAMED COMPONENT]** via a secure data collection site.

Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

52.223-3

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY
1997)


DATA (JAN

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

(b) (4), (b) (3)

(b) (4), (b) (3)



(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS AND EXHIBITS
LIST OF ATTACHMENTS

01 – ACV Statement of Work, 21 APR 2015 - ACV-SOW-03001, v1.2

02 – ACV System Performance Specification, 19 Mar 2015 - ACV-SPE-02003, v1.0 - **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

- 02.1 – ATC and YPG Course Data, **UNCLASSIFIED//FOR OFFICIAL USE ONLY**
- Classified Annex A - ACV 1.1 System Performance Specification Classified Annex, ACV-SPE-02003, v1.0

03 – Meeting List, 19 Mar 2015

04 – CDRL Submission Instructions, 19 Mar 2015

05 – ACV 1.1 Program Integrated Master Plan (IMP), 20 April 2015 – ACV-PLN-03002, v2.0

06 – ACV Cost and Software Data Reporting (CSDR) Plans & CSDR Graphical Representation, 19 Mar 2015

- 06.1 – ACV EMD Plan: N-14-G-C1
- 06.2 – ACV PD Plan: N-14-H-C1
- 06.3 – CSDR Graphical Representation

07 – ACV Systems Engineering Plan (SEP) (DRAFT), 4 Mar 2015 - ACV-PLN-02003, v0.10 - **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

08 – Operational Mode Summary/Mission Profile (OMS/MP), 9 Mar 2015 - **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

09 – Failure Definition/Scoring Criteria (FD/SC), 8 Jul 2015 - **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

10 – Government Furnished Property (GFP)/Government Furnished Information (GFI) List, 23 Jul 2015

- 10.1 – GFP Supplemental Information
- 10.2 – GFP Report ACV 2015_07_23
- 10.3 – GFI

11 – Test Schedules and Test Locations, 28 Apr 2015

12 – Concept of Employment (COE), 2 Dec 2014 – **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

13 – Cataloging Schema for Logistics and Technical Data, 30 Jan 2015, AAA-INS-01002, v1.1

14 – Implementation Plan for Item Unique Identification (IUID) of Tangible Items ACV 1.1, 6 Oct 2014 – ACV-PLN-04003, v1.0

15 – ACV Fielding Table (DRAFT), 29 Jan 2015

16 – Technical Manual Contract Requirement (TMCR) (DRAFT), 2 Feb 2015 – ACV MNL-04001

- 16.1 - Marine Corps Stocklist **UNCLASSIFIED//FOR OFFICIAL USE ONLY**
- 16.2 - Table A – II: Operational and Combined Operational Maintenance Requirements
- 16.3 - Table A – IV: Combined Maintenance and Maintenance with Parts Requirements

17 – Technical Data Package, 24 July 2015, ACV-ATT-02001, v1.1

18 – Ship's Loading Characteristics Pamphlet (SLCP) – **UNCLASSIFIED//CONTROLLED UNCLASSIFIED INFORMATION (CUI)**

This attachment is divided into four (4) files:

- 18.1 – SLCP (LPD 17 Class) – 02 Sep 2011
- 18.2 – SLCP (LSD 41 Class) – 04 Feb 2009
- 18.3 – SLCP (LSD (CV) 49 Class) – 21 Jan 2009
- 18.4 – SLCP (LHD 1 Class) – 04 Feb 2009

19 – Wet Well Operations Manual, 09 Oct 2012 – **UNCLASSIFIED//CONTROLLED UNCLASSIFIED INFORMATION (CUI)**

20 – Government Configuration Management Plan (CMP), 9 Feb 2015 - ACV-PLN-02001, v1.0

21 – ACV 1.1 Attribute Selection Sheet, 23 Apr 2015

22 – Integrated Program Plan (DRAFT), 19 Mar 2015

23 – Department of Defense Contract Security Classification Specification (DD Form 254), 24 Nov 2015

24 – Contractor Data Assertion dated 24 November 2015

25 - ACV Security Classification Guide, 19 Apr 2012 - **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

26 – Technical Instructions

27 – Request for Use of Prohibited Materials, AAA-FRM-02002 v1.0

28 – ACV 1.1 Contract WBS Index and Dictionary, 25 Feb 2015

29 – Test and Evaluation Master Plan (DRAFT), 23 Feb 2015, ACV-PLN-05001, v2.3 **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

30 – Integrated Data Environment (IDE), 19 Mar 2015, ACV-ATT-02002, v1.0

31 – Contractor's Requirements Analysis, 19 Mar 2015 **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

32 – ACV 1.1 MS C Entrance Criteria, 26 Mar 2015 - **UNCLASSIFIED//FOR OFFICIAL USE ONLY**

List of Exhibits

A - CDRLs A001-A134